

SECRET

STANDARD FORM OF OVERSEAS
"AGENT" EMPLOYMENT CONTRACT

MEMORANDUM OF AGREEMENT made this _____ day of _____ 19____, effective as of the _____ day of _____ 19____, between the Government of the UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the undersigned Contracting Officer, and _____ of _____ (hereinafter called "the Employee").

WITNESSETH:

1. The Employee shall faithfully perform all duties which may be assigned to him by the Contracting Officer or his authorized representatives. (B)(3)

2. The term of employment shall be from the effective date hereof until 60 days after the termination of hostilities between the United States and Germany, as proclaimed by the President of the United States, unless sooner terminated as hereinafter provided.

3. The Government further agrees:

(a) To compensate the Employee at a salary of \$100.00 per month;

(b) To furnish facilities for, or pay the cost of, all travel by the Employee necessary to the performance of his duties hereunder;

(c) In the event of the death of the Employee as a result of accident or illness caused by the performance of his duties hereunder, the Government will pay to _____ of _____ the parents ** of the Employee, the sum of (OSS, Adm. Inst 27) _____, which the Employee, agrees, on behalf of himself, and all claiming through or under him, will be in complete satisfaction of all claims against the Government which may arise out of this employment, including the United States Employees' Compensation Act (5 U.S.C., Ch. 15, as amended) and the War Pay and Allowances Act of 1942, as amended (50 U.S.C. App. 1001-1016), and all other statutes now or hereafter enacted. (B)(3)

4. The Employee further agrees:

(a) To subscribe freely and without reservation to any Oath of Office prescribed by the Government.

- * Residence
- ** Relationship

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(b) To keep forever secret this employment and all information which he may obtain by reason thereof (unless released in writing by the Government from such obligation), with full knowledge that violation of such secrecy may subject him to criminal prosecution under the Articles of War, the Espionage Act of 1917, as amended, and other applicable laws and regulations.

5. This employment may be terminated by the Government upon 30 days' notice to the Employee, but such termination shall not release the Employee from the provisions of subparagraph 4 (b) hereof.

6. (a) All factual disputes arising hereunder shall be decided by the Contracting Officer, subject to written appeal within thirty (30) days by the Employee to the immediate superior of the Contracting Officer; the Employee meantime shall diligently proceed with the performance of his duties hereunder.

(b) Wherever the term "Contracting Officer" is used in this agreement, it shall include the present Contracting Officer and all successors in office.

IN WITNESS WHEREOF, the Government and the Employee have caused this agreement to be signed and sealed, intending to be legally bound thereby.

(Employee)
THE UNITED STATES OF AMERICA

BY _____

(Contracting Officer)

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On this _____ day of _____, 19____, before me, an officer duly qualified to administer oaths, personally came _____, known by me to be the person who executed the foregoing instrument as Employee, and having been duly sworn, he acknowledged the same to be his act and deed.

(Signature)

(Rank and Title)

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